

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-14-D-7744		2. DELIVERY ORDER NO. EHP1		3. EFFECTIVE DATE 2016 Sep 30		4. PURCH REQUEST NO. 1300602402		5. PRIORITY DO-C9		
6. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA NSWCPD Philadelphia PA 19112-1403 (b) (6)				CODE N64498		7. ADMINISTERED BY DCMA HUNTSVILLE 1040 Research Blvd Ste 100 Madison AL 35758-2040		CODE S0107A		
				SCD: C		8. DELIVERY FOB				
						DEST NATION				
						OTHER				
						(See Schedule if other)				
9. CONTRACTOR Herdt Consulting, Inc. dba Herdt 261 Normandy Lane Chelsea AL 35043-5349				CODE 3GYJ7		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		11. X IF BUSINESS IS		
								X SMALL		
								SMALL DISADVANTAGED		
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		WOMEN-OWNED		
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		CODE HQ0338		
						MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.				
		PURCHASE				Reference your _____ furnish the following on terms specified herein.				
						ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIF ED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				
Herdt Consulting, Inc. dba Herdt				Eric Miller Vice President						
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>				If this box is marked, supplier must sign Acceptance and return the following number of copies:						
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT	
		See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA					25. TOTAL		\$1,521,937.01	
		BY: /s/Cynthia Esposito 09/30/2016 CONTRACT NG/ORDERING OFFICER					26. D FFERENCES			
27a. QUANTITY N COLUMN 20 HAS BEEN										
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:						
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
					PARTIAL		32. PAID BY		33. AMOUNT VERIF ED CORRECT FOR	
					F NAL					
f. TELEPHONE		g. E-MA L ADDRESS			31. PAYMENT		34. CHECK NUMBER			
					COMPLETE					
36. I CERT FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					PARTIAL		35. B LL OF LADING NO.			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER			FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

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GENERAL INFORMATION

This order provides incremental funding in the amount of (b) (4) . Accordingly,

1) The total amount of funds obligated to the task is hereby increased by \$(b) (4)

2) Sections B and G are revised to add the following:

CLIN/SLIN	Type of Fund	From (\$)	By (\$)	To (\$)
7001	OTHER	(b)		

3) The total value of the order is hereby increased by \$(b) (4)

4) For this modification, Section B and Section G, clause entitled "SEA 5252.232-9140 ALLOTMENT OF FUNDS (MAY 1993)" has been revised to read as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
7000	(b) (4)		9/30/2016 - 9/29/2017

5) The accounting and Appropriation Data added to Section G is as follows:

Accounting Data

CLIN/SLIN	PR Number	Amount
7001	130060240200001	(b) (4)

LLA :

AA 97X4930 NH1Q 251 77777 0 050120 2F 000000 A10003654229

This CLIN is associated with Technical Instruction Letter TI-01.

BASE Funding (b) (4)

Cumulative Funding (b) (4)

6) The end of task order performance remains unchanged at 29 SEP 2017.

7) In accordance with Contract Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of (b) (4) unless additional funds are made available and obligated under this order in a subsequent modification. A conformed copy of the Task Order is attached to this modification for information purposes only. The total value of the task order remains unchanged.

APPROVED SUBCONTRACTORS

(b) (4)

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Liaison support in the execution of the Material and Asset Management Programs which include Operating Materials & Supplies, Purchase Requisition, and Asset/Plant Property & Equipment in accordance with the Statement of Work (SOW). Base Period is from date of award to 12 months after date of award. (Fund Type - TBD)	1.0	LO	(b) (4)		
7001	R425	Incremental funding (Fund Type - OTHER)	1.0	LO			
7010	R425	Liaison support in the execution of Purchase Requisition (PR) creation process in accordance with the Statement of Work (SOW). Base Period is from date of award to 12 months after date of award. (Fund Type - TBD)	1.0	LO			
7100	R425	Liaison support in the execution of the Material and Asset Management Programs which include Operating Materials & Supplies, Purchase Requisition, and Asset/Plant Property & Equipment in accordance with the Statement of Work (SOW). Option 1 Period is from 13 months to 24 months after date of award. (Fund Type - TBD)	1.0	LO			
		Option					
7110	R425	Liaison support in the execution of Purchase Requisition (PR) creation process in accordance with the Statement of Work (SOW). Option 1 Period is from 13 months to 24 months after date of award. (Fund Type - TBD)	1.0	LO			
		Option					
7200	R425	Liaison support in the execution of the Material and Asset Management Programs which include Operating Materials & Supplies, Purchase Requisition, and Asset/Plant Property & Equipment in accordance with the Statement of Work (SOW). Option 2 Period is from 25 months to 36 months after date of award. (Fund Type - TBD)	1.0	LO			
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7210	R425	Liaison support in the execution of Purchase Requisition (PR) creation process in accordance with the Statement of Work (SOW). Option 2 Period is from 25 months to 36 months after date of award. (Fund Type - TBD)	1.0	LO	(b) (4)		
		Option					
7300	R425	Liaison support in the execution of the Material and Asset Management Programs which include Operating Materials & Supplies, Purchase Requisition, and Asset/Plant Property & Equipment in accordance with the Statement of Work (SOW). Option 3 Period is from 37 months to 48 months after date of award. (Fund Type - TBD)	1.0	LO			
		Option					
7310	R425	Liaison support in the execution of Purchase Requisition (PR) creation process in accordance with the Statement of Work (SOW). Option 3 Period is from 37 months to 48 months after date of award. (Fund Type - TBD)	1.0	LO			
		Option					
7400	R425	Liaison support in the execution of the Material and Asset Management Programs which include Operating Materials & Supplies, Purchase Requisition, and Asset/Plant Property & Equipment in accordance with the Statement of Work (SOW). Option 4 Period is from 49 months to 60 months after date of award. (Fund Type - TBD)	1.0	LO			
		Option					
7410	R425	Liaison support in the execution of Purchase Requisition (PR) creation process in accordance with the Statement of Work (SOW). Option 4 is from 49 months to 60 months after date of award. (Fund Type - TBD)	1.0	LO			
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Support Costs for CLIN 7000, NTE 270,000 for Travel, Other Direct Costs and Materials for Base Period from date of award through 12	1.0	LO	(b) (4)

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		months after date of award. (Fund Type - TBD)			(b) (4)
9100	R425	Support Costs for CLIN 7100, NTE 270,000 for Travel, Other Direct Costs and Materials for Option 1 from 13 months to 24 months after date of award. (Fund Type - TBD)	1.0	LO	
		Option			
9200	R425	Support Costs for CLIN 7200, NTE 270,000 for Travel, Other Direct Costs and Materials for Option 2 during the period from 25 months to 36 months after date of award. (Fund Type - TBD)	1.0	LO	
		Option			
9300	R425	Support Costs for CLIN 7300, NTE 270,000 for Travel, Other Direct Costs and Materials for Option 3 during the period from 37 months to 48 months after date of award. (Fund Type - TBD)	1.0	LO	
		Option			
9400	R425	Support Costs for CLIN 7400, NTE 270,000 for Travel, Other Direct Costs and Materials for Option 4 during the period from 49 months to 60 months after date of award. (Fund Type - TBD)	1.0	LO	
		Option			

Pass through rate - If fee is included in the pass through rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass through costs is considered fee in their cost proposal. As identified in their cost proposal and agreed to by the Government, the pass through rate for subcontractor labor costs on this task order is (b) (4). Therefore, the maximum labor pass through rate (which includes any prime contractor fee applied to subcontractor labor costs) shall not exceed (b) (4).

Escalation Rates have been capped as follows:

Option Period 1 - (b) (4)

Option Period 2

Option Period 3 -

Option Period 4 -

LEVEL OF EFFORT

The level of effort for the performance of this contract is based upon anticipated total estimated level of effort of 268,224 man-hours of direct labor. The estimated composition of direct labor can be found in the chart below:

Title	Base Year	Option 1	Option 2	Option 3	Option 4	Total
Estimated Level of Effort for CLINs 7000, 7100, 7200, 7300, 7400						
Senior Supply Chain Analyst*	1,920	1,920	1,920	1,920	1,920	9,600
Senior Supply Chain Analyst* (OT)	192	192	192	192	192	960
Senior Plant Property & Equipment Analyst*	1,920	1,920	1,920	1,920	1,920	9,600

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Senior Plant Property & Equipment Analyst* (OT)	192	192	192	192	192	960
Senior Logistician*	3,840	3,840	3,840	3,840	3,840	19,200
Senior Logistician* (OT)	384	384	384	384	384	1,920
Supply Chain Specialist	5,760	5,760	5,760	5,760	5,760	28,800
Supply Chain Specialist (OT)	576	576	576	576	576	2,880
Plant Property & Equipment Specialist	7,680	7,680	7,680	7,680	7,680	38,400
Plant Property & Equipment Specialist (OT)	768	768	768	768	768	3,840
Logistician (Tech Screener)	0	23,040	23,040	23,040	23,040	92,160
Logistician (Tech Screener)(OT)	0	2,304	2,304	2,304	2,304	9,216
Material Handler	0	5,760	5,760	5,760	5,760	23,040
Material Handler (OT)	0	576	576	576	576	2,304
Total Direct Labor	23,232	54,912	54,912	54,912	54,912	242,880
Estimated Level of Effort for CLINs 7010, 7110, 7210, 7310, 7410						
Logistician (PR Creator)	0	5,760	5,760	5,760	5,760	23,040
Logistician (PR Creator)(OT)	0	576	576	576	576	2,304
Total Direct Labor	0	6,336	6,336	6,336	6,336	20,736
TOTAL	23,232	61,248	61,248	61,248	61,248	268,224

***Denotes Key Personnel**

It is noted that your proposal submission shall include a completed "Direct Labor Substantiation" Table with attached supporting documentation as applicable. A sample table has been included as an attachment to the RFP.

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered non-responsive.

PAYMENT OF FEE

(a) The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ contract entitled "HQ B-2-0015 Payments of Fee (Level of Effort)"(NAVSEA)(MAY 1993). Such payments shall be equal to the allowable cost of each invoice submitted by the payable to the Contractor for pursuant to the clause of the base IDIQ entitled "Allowable Cost and Payment", FAR 52.216-7, Total fees paid to the Contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order is in accordance with the clause of the IDIQ contract entitled "Limitation of Funds", FAR 52.232-22 or "Limitation of Cost", FAR 52.232-20, as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the contractor under this task order, the Contracting Officer shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this task order, the Government shall be required to pay the Contractor any amount in excess of the funds obligated.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1)(NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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(End of Text)

HQ B-2-2007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0020 TRAVEL COSTS – ALTERNATE (NAVSEA)(DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) Travel at U.S. Military Installations where Government transportation is available,
 - (ii) Travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Material & Asset Management- Philadelphia

Section C – Descriptions and Specifications

1.0 Background:

The Material and Asset Management (MAM) Division (Code 00M) of the Naval Surface Warfare Center Carderock Division (NSWCCD) consists of three branches: Fleet Logistics Center Norfolk (FLCN) Liaison and Supply Support / Operating Materials & Supplies (OM&S) Branch, Purchase Requisition (PR) Branch, and Plant Property & Equipment (PP&E) / Asset Management (AM) Branch. As part of its mission, the MAM Division performs oversight of policy and compliance in the areas of OM&S, PP&E/AM, and PRs. The MAM Division also is responsible for all OM&S, PP&E/AM, and PR Creation management functions including policy development, financial and physical accountability, training, performance monitoring, and process improvements.

The Fleet Logistics Center Norfolk (FLCN) Liaison and Supply Support / Operating Materials & Supplies (OM&S) Branch serves as NSWCCD's subject matter experts (SMEs) in supply chain management. This Branch provides liaison support including the coordination of supply chain management functions between NSWCCD and FLCN. For the OM&S program, this Branch conducts personnel training, monitors inventory records, performs physical inventory validations, completes inventory discrepancy causative research, processes shipping invoice certification, researches and corrects Military Standard Requisitioning and Issue Procedures (MILSTRIP) orders, monitors and corrects inventory general ledger accounts (GLAs), processes disposition, and ensures Financial Improvement Audit Readiness (FIAR) compliance.

The Plant Property & Equipment / Asset Management Branch is responsible for developing, training, and executing the policies, guidance, and standard operating procedures (SOPs) related to the management of PP&E/AM. This Branch interfaces between the Technical Departments, the Comptroller's Office, and the Capital Investment Program Manager to ensure that all PP&E is acquired, captured, documented, barcoded, and processed, including proper disposition in accordance with NSWCCD, Naval Sea Systems Command (NAVSEA), NAVY, and Department of Defense (DoD) regulations.

The Purchase Requisition (PR) Branch's mission is to assist NSWCCD's Departments in ensuring the accurate and efficient completion of the Purchase Requisition (PR) process in compliance with NSWCCD and NAVSEA policies and regulations. This Branch develops skilled and knowledgeable PR Creators and AdHOC Approvers through training and documentation, provides in-house triage PR support, monitors PR creator performance, and conducts material technical screening.

2.0 Scope:

The Naval Surface Warfare Center, Carderock Division, (NSWCCD) Material and Asset Management (MAM) Division Code 00M supports the Operating Materials & Supplies (OM&S), Purchase Requisition (PR), and Plant Property & Equipment (PP&E) programs. To execute its responsibilities, the MAM Division requires technical support, project support, and services for its programs in Philadelphia, Pennsylvania and other locations in accordance with paragraph 5.

The contractor shall provide Supply Chain Support, Knowledge Transfer, Process Improvement and Implementation, Disposition, Compliance, Warehouse Support, Help Desk Support, and Inventory Support services needed to efficiently and effectively support the Material & Asset Management Divisions' PP&E/AM, OM&S, FLCN Liaison, and PR Creation programs. The services required for support will fluctuate with the inventory validation cycles and FIAR compliance testing performed.

This Statement of Work describes the services and deliverables via technical instruction letters to meet specific requirements. Work performed under this task order will include:

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- a. Supply Chain programmatic support including program review and adjudication.
- b. Audits on existing Knowledge Transfer processes.
- c. Assisting with process change procedures including the implementation of new policies.
- d. Disposition of materials.
- e. Assisting NSWCCD in maintaining audit compliance in accordance with Financial Improvement Audit Readiness (FIAR) and addressing audit deficiencies.
- f. Material technical screening, preparation, and the execution of OM&S inventory transactions and movements
- g. Maintaining inventory records.
- h. Inventory completeness, existence validations, and discrepancy causative research.
- i. Military Standard Requisitioning and Issue Procedures (MILSTRIP) and Purchase Card (P-card) Purchase Requisition entry and tracking.

3.0 Applicable Documents (NOTE: The latest version of these documents are applicable)

- SECNAV4440.33 <https://dap.dau.mil/policy/Documents/Policy/SECNAVINST4440%5B1%5D.33FEB112009.pdf>

- FAR Part 45.1 – SFFAS No.3

<http://www.acquisition.gov/far/html/FARTOCP45.html>

- FAR Part 51, Vol 3

<http://www.acquisition.gov/far/html/FARTOCP51.html>

- FMR 7000.14-R

<http://comptroller.defense.gov/fmr.aspx>

- DoD Regulation 4140.1-D – Supply Chain Material Management Regulation, May 2003

<https://acc.dau.mil/CommunityBrowser.aspx?id=44752>

- OPNAVINST 4440.26A – OPERATING MATERIAL AND SUPPLIES AND GOVERNMENT FURNISHED MATERIAL MANAGEMENT

<http://doni.daps.dla.mil/opnav.aspx?RootFolder=%2FDirectives%2F04000%20Logistical%20Support%20and%20Services>

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[%2F04-400%20Supply%20and%20Material%20Services&View=%7BDEF0EB11-3785-4F67-B5A1-AE9F8EB752BC%7D](#)

- DoD Instruction 5000.64 – Accountability and Management of DoD Owned Equipment and Other Accountable Property

<http://www.dtic.mil/whs/directives/corres/pdf/500064p.pdf>

- NAVSUP P723,0211

http://www.public.navy.mil/surfor/Documents/P-485_NAVSUP_Vol_1.pdf

- NAVSUP P485 Vol 3, Vol 1

<http://www.acq.osd.mil/dpap/ccap/cc/jcchb/Files/Topical/Property/policy/NAVSUP%20P-485%20VOL%201.pdf>

- DoD 4000.25-1

http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm_pubs.asp

- NAVSEA Business Rules

https://navsea.portal.navy.mil/function/erp/SustainmentDocs/Forms/AllItems.aspx?RootFolder=/function/erp/SustainmentDocs/Business_Rules&FolderCTID=0x012000B9740B979A5D13428F253518C445DD85&View=%7b74D6D79D-20C2-4855-9BB5-17DDA3DE1C68%7d

- DTR 4500.9-R

http://www.transcom.mil/dtr/part-ii/dtr_part_ii_toc.pdf

- NSWCCD Business Rules

<https://navsea.portal.navy.mil/wc/crdr-erp/Desk%20Guides/Forms/AllItems.aspx?RootFolder=%2Fwc%2Fcrdr%2Derp%2FDesk%20Guides%2FBusiness%20Rules&FolderCTID=0x012000930A643EBD22E641A8AEDB2E2F3E6FBE&View={7969963B-32D0-4439-99B2-CC24A7A885D2}>

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- SECNAVINST7320.1A

<http://doni.daps.dla.mil/Directives/07000%20Financial%20Management%20Services/07-300%20General%20Accounting%20Services/7320.10A.pdf>

- FMR DOD 7000.14R vol 4

<http://comptroller.defense.gov/fmr.aspx>

- NSWCCD Instruction 11016.1 Plant, Property, and Equipment Policies and Procedures

<https://crbewebappdev.dt.navy.mil/intranet/instr/d11016-1.pdf>

- NSWCCD P-card ZLCL Creation Guide

https://navsea.portal.navy.mil/wc/crdr-code40/apc/ERP1/Desk%20Guides/ERP_PCard_ZLCL_Carderoock_PR_Guide_Rev_10_06_2014.pdf

- NSWCCD MILSTRIP ZLCL Creation Guide

<https://navsea.portal.navy.mil/wc/crdr-code40/apc/FISC/Carderoock%20MILSTRIP%20ERP%20PR%20Guide-%2010-6-14.pdf>

4.0 REQUIREMENTS

Performance of the requirements will be on-site at NSWCCD, and at the contractor's facilities, in accordance with the estimated level of effort identified under Section 2, herein. Some of the work requires temporary travel to locations as specified under Section 5, contained herein.

4.1 SUPPLY CHAIN SUPPORT: Contractor shall review and create documentation which will include existing and emergent Enterprise Resource Planning Guidelines, procedures, business rules, Standard Operating Procedures, regulations, Plan of Actions and Milestones, schedules, memorandums, instructions, white papers, and polices and determine their impact to the NSWCCD OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management programs. Contractor shall review these documents for clarity, consistency, technical accuracy, and ease of use. Contractor shall provide comments and recommendations to improve NSWCCD OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management documents and programs. Contractor shall assist in the creation of new documentation and updates of existing documentation. Contractor shall assist in the consolidation, update, and posting of OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management information on NSWCCD SharePoint.

4.2 KNOWLEDGE TRANSFER: Contractor shall assist in performing audit on NSWCCD OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management training courses. As part of the audit, the Contractor shall take into consideration class sizes, attendance records, class room environment, and prepared course materials. Contractor shall provide comments and recommendations to improve NSWCCD OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management training courses, curriculum, and materials. Contractor shall assist in the creation of new and updates of existing training courses.

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4.3 PROCESS IMPROVEMENT and IMPLEMENTATION: Contractor shall analyze and document existing and emergent NSWCCD OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management processes, workflows, and roles & responsibilities. Contractor shall identify problem areas, perform root cause analysis, and provide comments and recommendations to improve NSWCCD OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management processes. Contractor shall monitor processes and assist in implementing improvements in the areas of compliance, efficiency, and effectiveness. Contractor shall assist NSWCCD in implementing new requirements impacting the NSWCCD OM&S, Purchase Requisition, and Plant Property & Equipment/Asset Management programs and conduct technical risk assessments. Contractor shall use identifiable metrics to monitor program performance and recommend corrective actions.

4.4 DISPOSITION: The contractor shall identify and process the disposition of material, OM&S, and PP&E/AM in accordance with NAVY, DoD, and NSWCCD policies, regulations, and processes including the use of form DD 1348-1A through Electronic Turn In Document System (ETIDS).

4.5 COMPLIANCE: The contractor shall assist in compliance efforts related to Financial Improvement Audit Readiness (FIAR) including inventory completeness and existence validations, identification of risks, performing internal control testing, documentation of validation results, and identifying recommendations to resolve FIAR, Inspector General (IG), or other audit deficiencies.

4.6 WAREHOUSE SUPPORT: The contractor shall process material requests; including physical processing of OM&S and PP&E material movements, storage, packaging, picking, and labeling. The contractor shall perform analysis of storage locations to determine areas for optimization including effective storage usage, layout, material flow, Shop Stores, and technological solutions through observation of current processes and providing recommendations.

4.7 HELPDESK SUPPORT: The Contractor shall assist the government in maintaining an estimated 75,000 to 100,000 material records. Records shall include proper material coding, tracking status, disposition documentation, transfers issued/required, item usage, item labeling, item location, item storage, items issued, item movements, item availability, item receiving, item shipped, items deemed as repairable, harvested materials, item lead times, troubleshooting material discrepancies and providing corrective actions using government/non-government databases including WebFlis, FEDLOG, GSA Advantage. Contractor shall assist with the creation of unique material master number, performing material master number extensions, process tracking logs, document/review/complete HEAT tickets.

4.8 INVENTORY SUPPORT: The contractor shall conduct inventory validations (floor to book and book to floor). Validation shall include categorizing material type, determining physical inventories on hand, researching discrepancies inventory records, determining material ownership, correcting inventory records, identify inventory valuation using the Fair Market Value Worksheet, initiating DD Form 200 submission, labeling inventory, conducting material transfer orders, and maintaining tracking and approval documentation.

4.9 PURCHASE REQUISITION: The contractor shall enter 7,500-15,000 MILSTRIP and P-card purchase requisitions into the NAVY Enterprise Resource Planning (N-ERP) program in accordance with reference documents in paragraph 3. Contractor shall assist the government with the tracking, modification, and correction of MILSTRIP and P-card purchase requisitions.

5.0 Place of Performance/Travel

The contractor will be required to travel to CONUS locations to attend meetings, assist with training, and perform MAM requirements in support of requirements in Section 4. Travel is anticipated to the following but not limited to: Philadelphia PA, Norfolk VA, Chesapeake VA, San Diego CA, and Washington DC.

6.0 Reporting/Deliverables

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All products, documentation, data files and masters for products/reports etc. developed in support of this task order are the property of the Government and shall be turned over to the Government upon request or completion of this task order. All Reports in this section are to be submitted electronically in Wide Area Workflow Receipts and Acceptance (WAWF-RA) on the 10th day of the month. (Beginning 30 days after award and every 30 days thereafter.)

6.1. The Contractor shall prepare a monthly progress report. The Monthly status report shall include: amount funded (ODC and Labor), amount expended (ODC and Labor), number of labor hours used during the reporting period, cumulative amount expended to date (ODC and Labor), number of labor hours used to date, summary of tasking performed during the reporting period and a summary of ODC Usage for the reporting period. In addition, the progress report shall include a description of any problems encountered during the reporting period. (The first progress report is due 30 days after task order award and the remaining reports shall be due the same day of every month thereafter.) (CDRL 001)

6.2 Burn Rate Analysis

The Burn Rate Analysis Report is a summary report that captures the rate at which the funds are expended. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), with an email copy to the COR, beginning 30-days after award and every 30 days thereafter. (CDRL 002)

6.3 Incurred Cost Report

The Incurred Cost Report is a summary of all costs incurred to date. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), with an email copy to the COR, beginning 30 days after award and every 30 days thereafter. (CDRL 003)

6.4. The contractor shall provide a customer interactions log report detailing: inquiries, resolutions, response time and comments monthly. (CDRL 004)

7.0 Overtime

The contractor shall submit to the Contracting Officer Representative (COR), a request to work overtime in support of meeting task milestones and needs of the Navy. The Contracting Officer's Representative (COR), after consulting with the Contracting Officer, will authorize overtime on a case-by-case basis.

8.0 Security Requirements

Contractor personnel assigned to perform work under this task order may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, NAVY Enterprise Resource Planning (N-ERP), and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)).

Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) via the contractor's Facility Security Officer (FSO). For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or

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designated SAAR-N Government Sponsor.

In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied and/or revoked.

8.1 Contractor Personnel Identification

In the performance of this task orderh, contractor employees shall identify themselves as Contractor personnel by introducing or by being introduced as Contractor personnel and by displaying badges or other identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and formal and informal written correspondence.

8.2 Contractor Safety

The contractor is responsible for providing and ensuring their personnel and subcontractors are trained and equipped with the appropriate safety equipment (personal protective equipment - hard hats, safety glasses, personal flotation devices, gloves, safety shoes, etc.) The Contractor shall ensure that all personnel are properly trained in accordance with OSHA guidelines and their specific tasking and work locations. E.g. fall protection training, MSDS familiarization, first aid, confined spaces, etc. The contractor is responsible for all subcontractors under their contract and shall ensure the subcontractor's employees have appropriate safety equipment, are properly trained, and comply with all safety standards and laws. The Government retains the right to stop any action(s) on the part of the contractor or subcontractors where there is an immediate perceived threat to life or limb.

Contractor shall provide/conduct periodic reviews of their employees to ensure safety compliance and training is being followed and up to date.

9.0 Contracting Officer Representative (COR):

The COR for this contract will be identified at time of award.

10.0 Subject Matter Expert (SME)

The SME for this contract will be identified at time of award.

11.0 Government Points of Contact

The Contracting Officer's Representative (COR) is responsible for all interfaces with the Contractor and Program Manager. Specific tasking will be provided by the COR via the issuance of Technical Instructions (TIs) letters.

12.0 Personnel Qualifications

The following statements define general instructions for the qualifications of key personnel and non-key personnel.

1. The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the tasks to be ordered hereunder by this statement of work. In addition, the

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contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements and those set forth in the task order.

a. The government reserves the right, during the life of this contract, to request work histories on any contractor employee for purpose of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall meet the experience, educational, or background requirements set forth herein and are fully capable of performing the functions of the respective labor categories in an efficient, reliable, and professional manner. If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

b. All contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed by them during the performance of this task order. When a decision is made known to a contractor employee that the employee will no longer need access to the Government computer system (due to dismissal, reassignment, or resignation), it is the responsibility of the contractor to immediately notify the Contracting Officer Representative (COR) that the individual will not be permitted access to the computer system and its data files.

c. When requested, the contractor shall provide resumes and similar work experience to document employee competencies.

2. Key Personnel – The following labor categories are designated Key Personnel for this task order. Please note accredited herein means; Accredited by an accreditation agency listed as nationally recognized by the U.S. Department of Education.

The target qualifications for the respective key labor categories are as follows (asterisks denote key personnel):

NOTE: Under Key Personnel, qualifications prefixed with “shall” are considered minimums.

a. **Senior Supply Chain Analyst*** (1 Resume):

Education: Individual should possess a Bachelor's of Science or Arts Degree in Business Management, Supply Chain Management or related field from an accredited college or university with experience as outlined below. In lieu of the education requirement, individuals should have an additional five (5) years+ of prior military, Department of Defense or related business experience in Inventory Management, Logistics, or Plant Property & Equipment/Asset Management.

Experience: The experience should include three (3) years+ of experience with NAVY and NAVY Enterprise Resource Planning (N-ERP) solutions and ten (10) years+ of experience with managing Department of Defense Logistics including Sponsor Owned Material (SOM) or OM&S. Relevant experience in a management capacity with responsibilities for material accountability, major projector program level management of contractors/subordinates, and performance of physical inventories of PP&E/AM or OM&S should be included. Working knowledge of DoD FMR Volume 4, Chapter 4, DoN Federal Financial Management Improvement Act (FFMIA) Statement of Assurance, and SECNAV INSTRUCTION 4440.33 is desired. **A current SECRET Clearance or SECRET Clearance eligibility is required within 60 days after award.**

b. **Senior Plant Property & Equipment / Asset Management Analyst*** (1 Resume):

Education: Individual should possess a Bachelor's of Science or Arts Degree in Business

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Management, Supply Chain Management or related field from an accredited college or university with experience as outlined below. In lieu of the education requirement, individuals should have an additional five (5) years+ of prior military, Department of Defense or related business experience related in Plant Property & Equipment / Asset Management beyond the experience requirement.

Experience: The experience should include ten (10) years+ experience in a management capacity with responsibilities for property/asset accountability, information of property value, equipment utilization, accounting depreciation data, serial number tracking, and property management. Relevant experience in a management capacity with responsibilities for managing or leading a team in producing quality deliverables is preferred. Working knowledge of Plant Property & Equipment / Asset Management policies and regulations including FMR, FAR, and DoD Instruction 5000.64 is desired. **A current SECRET Clearance or SECRET Clearance eligibility is required within 60 days after time of award.**

c. **Senior Logistician*** (2 Resumes):

Education: Individual should possess a Bachelor's of Science or Arts Degree in Supply Chain Management, Logistics, or a related field from an accredited college or university with experience as outlined below. In lieu of the education requirement, individuals should have an additional ten (10) years of prior military, Department of Defense or related business experience in MILSTRIP, supply chain management, or procurement.

Experience: The experience should include two (2) years+ experience in processing MILSTRIP procurements. Relevant experience in a management capacity with responsibilities for procurement, customer service, and process improvements is preferred. Working knowledge of NAVY Enterprise Resource Planning N-ERP is preferred. **A current SECRET Clearance or SECRET Clearance eligibility is required within 60 days after time of award.**

3. Non-Key Personnel – The minimum qualification for the respective non-key labor categories are as follows:

a. **Supply Chain Specialist:**

Education: Individual shall possess a Bachelor's of Science or Arts Degree in Business Management, Supply Chain Management or related field from an accredited college or university with experience as outlined below. In lieu of the education requirement, individuals shall have an additional five (5) years+ of prior military, Department of Defense or related business experience in Plant Property & Equipment / Asset Management.

Experience: The experience shall include three (3) years+ of experience with NAVY and NAVY Enterprise Resource Planning (N-ERP) solutions and managing NAVY Logistics including Sponsor Owned Material (SOM) or OM&S. Experience shall also include responsibilities for material accountability, major project or program level management of contractors/subordinates, and performance of physical inventories of PP&E or OM&S. Working knowledge of DoD FMR Volume 4, Chapter 4, DoN Federal Financial Management Improvement Act (FFMIA) Statement of Assurance, and SECNAV INSTRUCTION 4440.33 is desired. **A current SECRET Clearance or SECRET Clearance eligibility is required within 60 days after award.**

b. **Plant Property & Equipment / Asset Management Specialist:**

Education: Individual shall possess a Bachelor's of Science or Arts Degree in Business Management, Supply Chain Management or related field from an accredited college or university with experience as outlined below. In lieu of the education requirement, individuals shall have an additional five (5) years+ of prior military, Department of Defense or related business experience

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related to Plant Property & Equipment / Asset Management.

Experience: The experience shall include five (5) years+ experience with responsibilities for plant property & equipment/asset management accountability, information of property value, equipment utilization, accounting depreciation data, serial number tracking, and property management. Relevant experience with responsibilities for managing or leading a team in producing quality deliverables is preferred. Working knowledge of Plant Property & Equipment / Asset Management policies and regulations including FMR, FAR, and DoD Instruction 5000.64 is desired. **A current SECRET Clearance or SECRET Clearance eligibility is required within 60 days after time of award.**

c. Logistician (PR Creator):

Education: Individual shall possess a Bachelor's of Science or Arts Degree in Supply Chain Management, Logistics, or a related field from an accredited college or university with experience as outlined below. In lieu of the education requirement, individuals shall have an additional year of prior military, Department of Defense or related business experience in MILSTRIP, supply chain management, or procurement.

Experience: The experience shall include one (1) year experience in processing MILSTRIP procurements. Relevant experience in a management capacity with responsibilities for procurement, customer service, and process improvements is preferred. Working knowledge of NAVY Enterprise Resource Planning N-ERP is preferred. **A current SECRET Clearance or SECRET Clearance eligibility is required within 60 days after time of award.**

d. Logistician (Tech Screener):

Education: Individual shall possess a Bachelor's of Science or Arts Degree in Supply Chain Management, Logistics, or a related field from an accredited college or university with experience as outlined below. In lieu of the education requirement, individuals shall have an additional five (5) years of prior military, Department of Defense or related business experience in MILSTRIP, supply chain management, or procurement.

Experience: The experience shall include five (5) years' experience in processing MILSTRIP procurements. Relevant experience in a management capacity with responsibilities for procurement, customer service, and process improvements is preferred. Working knowledge of NAVY Enterprise Resource Planning N-ERP is preferred. **A current SECRET Clearance or SECRET Clearance eligibility is required within 60 days after time of award.**

e. Material Handler:

Education: Individual shall have a high school diploma or GED equivalent and shall have experience outlined below.

Experience: The experience shall include three (3) years+ experience in warehouse operations including picking, shipping, warehouse inspection, inventory accuracy management, and setting up storage locations. Relevant experience in space planning, automation warehouse systems, identification of materials, and working knowledge of NAVY Enterprise Resource Planning is preferred. **A current CONFIDENTIAL Clearance or CONFIDENTIAL Clearance eligibility is required within 60 days after time of award.**

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The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CAR-C02 ON-SITE ENVIRONMENTAL AWARENESS (APR 2015)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Environmental Policy and Commitment" within 30 days of commencing performance at NAVSSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intra/code10/eosh/documents/ENV.Policy.Statement.11-7-13.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NAVSSES completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NAVSSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intra/code10/eosh/documents/Contractor.EMS.Awareness.Training.doc>

(d) The Contractor shall certify by e-mail to (b) (6) that on-site employees have read the "Carderock Division Environmental Policy and Commitment" and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NNASSES. The e-mail shall include the employee name, work site, and contract number.

(e) The contractor shall contact (b) (6) or (b) (6) if unable to access the training links provided within in order to obtain a copy of the documents.

CAR-C03 ON-SITE SAFETY AWARENESS (APR 2015)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at NAVSSES. This

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document is available at:

<https://crbewebappdev.dt.navy.mil/intra/code10/eosh/documents/OSH Policy Statement 11-8-13.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NAVSSES completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NAVSSES. This document is available at:

https://crbewebappdev.dt.navy.mil/intra/code10/eosh/vol_prot_prog.html

(d) The Contractor shall certify by e-mail to (b) (6) that employees have read the "Carderock Division Occupational Safety and Health Policy Statement" and taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NAVSSES. The e-mail shall include the employees name, work site, and contract number.

(e) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NAVSSES for review by the Safety Office (Code 1024). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by Code 1024 to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

(f) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NAVSSES.

(g) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NAVSSES for review by the Safety Office (Code 1024). A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(h) The contractor shall report all work-related injuries/illnesses that occurred while working at NAVSSES to the Safety Office (Code 1024).

(i) The contractor shall ensure that all contractor work at NAVSSES is in accordance with the Occupational Safety and Health (OSH) Program Manual (NAVSSESINST 5100.14). The OSH Program Manual is available at:

<https://crbewebappdev.dt.navy.mil/intranet/instr/s5100-14g-withch1.pdf>

(j) The contractor shall contact (b) (6)) or (b) (6) if unable to access the training links provided within in order to obtain a copy of the documents.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked in accordance with Best Commercial Practice.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: (To be specified on each individual Technical Instruction)

(Name of Individual Sponsor)

(To be specified on each individual Technical Instruction)

(Name of Requiring Activity)

(To be specified on each individual Technical Instruction)

(City and State)

Ship all reports/data to the following address:

Naval Surface Warfare Center Carderock Division
5001 South Broad Street, Building 4
Philadelphia, PA 19112

(b) (6)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed by the Contracting Officer Representative, (b) (6)

(b) (6)

The following clause and provision applies:

FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	9/30/2016 - 9/29/2017
7001	9/30/2016 - 9/29/2017
7010	9/30/2016 - 9/29/2017
9000	9/30/2016 - 9/29/2017

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following items are as follows:

7000	09/30/2016 - 09/29/2017
7010	09/30/2016 - 09/29/2017
9000	09/30/2016 - 09/29/2017

The period of performance for the following option items are as follows:

7100	09/30/2017 - 09/29/2018
7110	09/30/2017 - 09/29/2018
9100	09/30/2017 - 09/29/2018

The period of performance for the following option items are as follows:

7200	09/30/2018 - 09/29/2019
7210	09/30/2018 - 09/29/2019
9200	09/30/2018 - 09/29/2019

The period of performance for the following option items are as follows:

7300	09/30/2019 - 09/29/2020
7310	09/30/2019 - 09/29/2020
9300	09/30/2019 - 09/29/2020

The period of performance for the following option items are as follows:

7400	09/30/2020 - 09/29/2021
7410	09/30/2020 - 09/29/2021
9400	09/30/2020 - 09/29/2021

Period of performance for the basis portion and option period is 60 months from task order award.

The following clause and provision applies:

FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

HQ-G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE LANGUAGE

(a) The COR for this contract is:

Contracting Officer Representative

(b) (6)

4930 S. Broad Street

(b) (6)

(

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 306,240 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **TBD** hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately

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identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An

alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

252.204-0005 Line Item Specific: by Cancellation Date (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation data.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

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(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher (Cost Reimbursable)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N64498
Admin DoDAAC	N64498
Inspect By DoDAAC	N64498
Ship To Code	See Section F
Ship From Code	N/A
Mark For Code	See Section D
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N64498
Accept at Other DoDAAC	TBD
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

ann.hengy@navy.mil

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b) (6)
N64498 -

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

HQ G-2-0009, Supplemental Instructions Regarding Electronic Invoicing (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Accounting Data

SLINID	PR Number	Amount
7001	130060240200001	(b) (4)

LLA :
AA 97X4930 NH1Q 251 77777 0 050120 2F 000000 A10003654229
This CLIN is associated with Technical Instruction Letter TI-01.

BASE Funding (b) (4)
Cumulative Funding (u) (4)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

Ombudsman Description.

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

(b) (6)

Email: (b) (6)

Telephone: (b) (6)

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (DEC 2014)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a favorably adjudicated investigation, or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or

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estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract sub-line item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

5252-237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$__0.00____ or the overtime premium is paid for work --

1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of Clause)

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

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“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not

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be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this

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offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during

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source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Cost Summary Format

Attachment 2 - Direct Labor Rate Substantiation Table

Attachment 3 - Seaport Standard Ratings Guide

Attachment 4 - Burn Rate Analysis Report

Attachment 5 - Incurred Costs Report

Attachment 6 - Contract Data Requirements List (CDRLs)

Attachment 6 - Contract Data Requirements List (CDRLs)

Attachment 6 - Contract Data Requirements List (CDRLs)

Attachment 7 - DD Form 254